

# TERMS AND CONDITIONS

Henderson Claims Limited is authorised and regulated by the Financial Conduct Authority with reference number 836041.

Please be aware that there may be time limits attached to your Claim such as when you may run out of time to bring a Claim (known as the 'limitation period').

These Terms and Conditions form the legal agreement between us.

## 1. Definitions

- Business Day – a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- Claim/Claims -Your claim/complaint or claims/complaints against the Third Party relating to the mis-selling of a Financial Product or Service, Section 75 claims, the application of unlawful charges or a breach of legislation relating to a Financial Product or Service.
- Compensation - means any sums paid, offered or awarded in respect of any Claim as a result of Our efforts. This includes benefits, redress, gestures of goodwill, ex gratia payments, refunds, discounts, any reduction in the loan outstanding or outstanding liabilities, any amount added to a pension and/or any interest or capital recovered. Where such an offer is increased on appeal during the term of this Contract, then the higher amount shall be used in order to calculate the amount of the Compensation.
- Contract – these Terms and Conditions.
- Data Protection Legislation- the UK General Data Protection Regulation 2016 and the Data Protection Act 2018.
- FCA – the Financial Conduct Authority.
- Financial Products – credit cards, loans, pensions and investments, car finance (including but not limited to; personal contract purchase, hire purchase, conditional sale), high-cost short term lending (including but not limited to; payday loans, guarantor loans, doorstep loans, revolving credit) and breaches of the Consumer Credit Act 1974 (as amended) and/or a combination of these.
- Gross Amount - the total amount of Compensation offered before tax is deducted, before our Service Charge is deducted or before any Compensation is offset against debt/arrears or before it is placed into your pension.
- Letter of Authority- the signed letter of authority which you provide to Us in respect of a Claim.
- Service/s - the work which We will undertake on your behalf set out in this Contract.
- Service Charge - the charges payable by You as set out in this Contract.
- Third Party - means the financial institution and/or persons to whom the Letter of Authority in relation to a Claim is addressed such as a bank, building society, broker, pension provider, car dealership or financial adviser or any other entity which sold the Financial Product or Service or gave the advice to You. 'Third Party' also includes the Financial Ombudsman Service (FOS), The Pension Ombudsman (TPO) and the Financial Services Compensation Scheme (FSCS).
- 'Us', 'We' and 'Our' means Henderson Claims Limited.
- 'You' and 'Your' means the client/s whose details are recorded on the Letter of Authority.

## 2. The application and length of this Contract

- 2.1 This Contract will start on the date You sign and return these Terms and Conditions to Us and, unless cancelled earlier in accordance with Clauses 6 or 7 below, will continue until:
- 2.1.1 Compensation is recovered for You and You have paid the Service Charge; or
  - 2.1.2 Your Claim is rejected, and We notify You that there is no avenue of appeal or any such avenue is, in Our reasonable opinion, unlikely to succeed.
- 2.2 This Contract applies to each Letter of Authority that You complete from the point that You sign these Terms and Conditions, including the date these Terms and Conditions were signed.
- 2.3 If the Claim to which a Letter of Authority relates is dealt with over more than one account then We will, for the avoidance of doubt, be entitled to charge you a Fee in accordance with Clause 5 in respect of any and all additional accounts identified. We will notify You of any additional accounts that are identified.

## 3. What Services We will provide to You

- 3.1 We will:
- 3.1.1 Ask you a series of questions to enable Us to ascertain the basis and merits of your Claim.
  - 3.1.2 Assess the likelihood of Your Claim being successful and provide Our advice on this.
  - 3.1.3 If We reasonably believe that it is unlikely to be successful or it is not in Your best interests to pursue a Claim, we may decline to act for You. We will notify You of this and tell You why We have reached Our decision.
  - 3.1.4 If We accept Your Claim, we will confirm this to You and prepare and submit Your Claim to the relevant Third Party, where appropriate.
  - 3.1.5 Liaise with the Third Party on your behalf and use our reasonable endeavours to pursue Your Claim
  - 3.1.6 Promptly advise you of any requests for additional information or documentation that the Third Party needs.
  - 3.1.7 Update You within 10 working days when there are any material developments on Your case or when We receive any information which is for Your attention. Where there are no material developments, we will update You at least every 6 months in writing.
  - 3.1.8 Notify You in writing of any offers of Compensation made by the Third Party and provide Our advice regarding whether the offer You have received is in line with the rules and/or methodology stipulated by the FCA or the principles used by the FOS, TPO or the FSCS.
  - 3.1.9 Where necessary and appropriate, seek Your agreement to refer Your Claim to the FOS, TPO or the FSCS.
  - 3.1.10 Notify You of any circumstances beyond Our control which prevent Us from performing the Services under this Contract.

## 4. What you will need to do

- 4.1 You agree to:
- 4.1.1 Provide full authority to Us to deal with the Third Party on your behalf.
  - 4.1.2 Appoint Us as Your exclusive representative to handle the Claim. You cannot appoint another firm, person or Yourself, to act on Your behalf in respect of the Claim, unless You terminate this agreement with Us in accordance with Clause 6 below.
  - 4.1.3 Provide Us with information about Your circumstances which is truthful, to the best of Your knowledge and belief. Such information includes, but not limited to, Your financial circumstances, recollections of the sale of the financial product/service, employment details, health information (where necessary).
  - 4.1.4 Co-operate with Us at all times.
  - 4.1.5 Respond promptly to requests by Us for further information, or documents that may be required.
  - 4.1.6 Provide copies of all documentation that you hold which relate to the Claim. Documentation which may be required are; finance agreements or statements, proof of identity documentation, proof of address, proof of beneficiary documentation, suitability reports and pension provider details. This is not an exhaustive list.
  - 4.1.7 Respond promptly to requests by Us for further information, or documents and/or questionnaires that may be needed to progress Your Claim.
  - 4.1.8 Notify Us promptly of any communication from the Third party (including telephone calls), this includes any offer of Compensation, rejection of a Claim or other information relating to the Claim.
  - 4.1.9 Notify Us promptly upon becoming aware of any changes in Your circumstances or of any documents not provided to Us which could affect the Claim. This includes, but is not limited to, any arrears, the issue of a default notice, a petition for a County Court Judgment or bankruptcy claim. In this case, we reserve the right to terminate the agreement in accordance with clause 7.1a below.
  - 4.1.10 Pay our Service Charge due as a result of a successful Claim.

## 5. Service Charges

- 5.1 If your Claim is successful, the Service Charge is a percentage of your redress or the maximum amount listed in column (2) below, whichever is lower.

(1) Compensation amount	(2) Your Service Charge (+VAT)	(3) Example Compensation	(4) Example Service Charge (inc VAT)
£1 - £1,499	30% up to a max of £420 +VAT	£100	£36
£1,500 - £9,999	28% up to a max of £2,500 +VAT	£6,000	£2,016
£10,000 - £24,999	25% up to a max of £5,000 +VAT	£11,000	£3,300
£25,000 - £49,999	20% up to a max of £7,500 +VAT	£40,000	£9,000
£50,000 +	15% up to a max of £10,000 +VAT	£80,000	£12,000

The examples shown in columns (3) and (4) above are for illustration purposes only and are not to be taken as an estimate of the likely amounts to be recovered. The amount You receive may be more or less than these examples.

- 5.2 If you have arrears or outstanding liabilities on your Financial Product, then the Third Party may use the Compensation to pay those before making any payment to You. If you do not receive any cash refund and all Compensation is used against debt, you must still pay Our Service Charge.
- 5.3 Your Compensation may also be paid into Your pension (where relevant depending on your Claim), before you are able to access it. In this case You will still be required to pay Our Fees.
- 5.4 Where the Third Party makes payment of Compensation directly to You, we will send You an invoice equal to the amount of Our Service Charge.
- 5.5 Our Service Charge must be paid within 10 Business days of receipt of our invoice.
- 5.6 We reserve the right to charge You for any reasonable costs incurred in seeking to recover Our Service Charge from You, including interest at the rate of 2% per annum over the base lending rate of Barclays Bank if Our Service Charge is unpaid at the end of the 10 Business days.
- 5.7 We reserve the right to charge the full Service Charge on the basis of the offer of Compensation being made if:
  - 5.7.1 You reject an offer of Compensation that is calculated in accordance with rules of the FCA or the principles used by the FOS, TPO or the FSCS; or
  - 5.7.2 You reject any other reasonable offer of Compensation which We recommend (acting reasonably) should be accepted by You.

**6. How You Can Cancel This Contract**

- 6.1 You have the right to cancel this Contract within 10 Business Days without giving any reason. This cooling off period will expire after 10 Business Days from the day You sign and return the Contract.
- 6.2 You must inform us of your decision to cancel this Contract using one of the contact methods detailed in Clause 8.1.
- 6.3 We will communicate to You an acknowledgement of the cancellation in writing.
- 6.4 You can cancel at any time after the 10 Business Day cooling period and before an offer of Compensation is made, however we reserve the right to apply a Fee to cover Our reasonable costs for any work undertaken in processing Your Claim up to the date of cancellation. Such charges will be calculated at £120 + VAT as follows:

Stage of Claim	Hours (maximum)	Fee (maximum)
When We are carrying out/have completed a detailed questionnaire as part of our investigation.	2	£300
When We are carrying out/have completed a detailed full review of your case (this is not the same as any Free Check assessment you may have already had).	10	£1,500
When We have submitted Your Claim to the Third Party	14	£2,100
When We have liaised with the Third Party in respect of your Claim (before any offer of Compensation is made)	18	£2,700

- 6.5 If We are in breach of Our obligations under this agreement You can cancel this Contract at any time without having to pay a Service Charge or any fee to us.

**7. How We Can Cancel or Change This Agreement**

- 7.1 We can cancel this agreement by giving You 10 Business Days notice in writing if any of the following events occur:
  - 7.1.1 We become aware that Your Claim is unlikely to succeed;
  - 7.1.2 You are declared bankrupt, enter into an Individual Voluntary Arrangement or a Trust Deed, have a Bankruptcy petition presented against You, enter into Sequestration, or a reduced repayment arrangement with Your creditors;
  - 7.1.3 You provide information which You knew to be false or misleading in support of Your Claim and this information is material to the success of Your Claim or as to whether We would have agreed to act for You;
  - 7.1.4 You fail to respond to reasonable requests for information in a timely manner and this prevents Us from progressing Your Claim;
  - 7.1.5 We become aware or suspect that the Claim is fraudulent or vexatious;
  - 7.1.6 You breach a term of this Contract and You do not correct this breach within 20 Business Days of receiving written notification from Us detailing the breach and the action required to resolve the breach.
- 7.2 Subject to the notice period below, we may change the terms of this Contract from time to time to reflect the increased cost of providing the Services to You, to reflect changes or predicted changes in taxation, or changes in legislation.
- 7.3 We will always give You at least 20 Business Days written notice of any changes before they take place. If You are not willing to accept the proposed change, you will be free to end the Contract and You will have no amount to pay Us.

**8. Complaints**

- 8.1 You can submit a complaint to us in one the following ways:  
Write to us: Part Ground Floor (Rear Wing) Grosvenor House, St Thomas Place, Stockport, United Kingdom, SK1 3TZ.  
Telephone us: 0161 359 7140  
Email us: [contact@hendersonclaims.com](mailto:contact@hendersonclaims.com)
- 8.2 We will send you a written acknowledgement with a copy of our complaint’s procedure promptly and in any event within 3 Business days. If we haven’t resolved Your complaint within 8 weeks of receipt or You are not satisfied with our response You can refer it to the Financial Ombudsman Service, whose contact details are: Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London, E14 9SRG, [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk), Tel: 0800 023 4567.
- 8.3 If you believe we have breached our Data Protection Legislation, you have the right to make a complaint at any time to the Information Commissioner’s Office (ICO), the UK supervisory authority for data protection issues ([www.ico.org.uk](http://www.ico.org.uk)). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us using the details above.

**9. Data Protection**

- 9.1 We will process Your information in accordance with Data Protection Legislation. You can read more about how We use Your data in our Privacy Policy on our website at [www.trusthendersons.co.uk/privacy](http://www.trusthendersons.co.uk/privacy)

**10. Waiver**

- 10.1 We may decide not to apply certain terms/conditions of this Contract to some/all of Your Claims.
- 10.2 If We decide not to apply a term/condition of this Contract to one of Your Claims, this does not mean that We cannot apply it to any of Your other Claims.

**11. Other Important Terms**

- 11.1 We may transfer this Contract and Our rights and obligations under it. We will always provide You with at least 20 Business Days written notice of such a transfer. You will be free to cancel the Contract if You object to such a transfer.
- 11.2 This Contract is governed by English Law and is subject to the jurisdiction of the English courts.

**I/We confirm that we have read and agreed to these Terms and Conditions and agree to be bound by them.**

<b>Signed:</b>	
<b>Print Name:</b>	
<b>Today’s Date:</b>	